



U.S. Department of Justice
INTERPOL Washington
U.S. National Central Bureau

Washington, DC 20530

OCT 17 2013

FOIA # 2013-208

Jason Smathers
MuckRock News
DEPT MR 6681
PO Box 55819
Boston, MA 02205-5819

Dear Mr. Smathers:

This responds to your request dated September 20, 2013, to INTERPOL Washington, pursuant to the Freedom of Information Act (FOIA) for the Memorandum of Understanding (MOU), between INTERPOL Washington and International Criminal Police Organization.

We received your request on September 20, 2013. Please refer to the above FOIA number assigned to your request in any additional correspondence.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. *See* 5 U.S.C. 552(c) (2006 & Supp. IV 2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

Enclosed is the MOU between INTERPOL Washington and the International Criminal Police Organization.

We are releasing 4 pages with partial redactions pursuant to Title 5, United States Code, Section 552 (b)(6) and (b)(7)(C) of the FOIA.

Exemption (b)(6) concerns material the release of which would constitute a clearly unwarranted invasion of personal privacy of third parties.

Exemption (b)(7)(C) of the FOIA relates to records or information compiled for law enforcement purposes only to the extent that the production of such law enforcement records or information, if disclosed, could reasonably be expected to constitute an invasion of personal privacy.

If you are not satisfied with INTERPOL Washington action on your request, you may appeal by writing to:


Co-Director
Office of Information Policy
U.S. Department of Justice
Suite 11050
1425 New York Avenue, NW
Washington, DC 20530-0001

You must make your appeal in writing and it must be received by the Office of Information Policy within 60-days of the date of the letter denying your request. In addition to mailing your appeal, you may also submit your appeal through the OIP eFOIA portal at <http://www.justice.gov/oip/efoia-portal.html>. Both the letter and envelope, or the email should be clearly marked "Freedom of Information Act Appeal."

If you have any questions concerning this request, please contact Gordon Johnson at (202) 616-0201.

Sincerely,

Shawn A. Bray
Director

By: 
Kevin R. Smith
General Counsel



200, quai Charles de Gaulle
69006 LYON - FRANCE
Telephone : +33 4 72 44 70 00
Facsimile : + 33 4 72 44 71 63
<http://www.interpol.int>

INTERPOL

General Secretariat
Secrétariat général
Secretaría General
الأمانة العامة

10 February 2005

Our Ref:
34312/OLA/RM/05.018/sd/STA/65

Subject:
Memorandum of Understanding between Interpol
and the USNCB

Dear Mr Sullivan,

I am pleased to send you herewith the original copy of the Memorandum of Understanding between Interpol (General Secretariat) and the USNCB for the coordination of voluntary contributions from entities located in the United States.

As this Agreement was signed by Mr Ronald K. Noble on 8 February 2005, it entered into force on that date.

Yours sincerely,



(b)(6), (b)(7)(c)

General Counsel
Office of Legal Affairs

Encl.

Mr James Sullivan
Head of US National Central Bureau
U.S. Department of Justice,
WASHINGTON, D.C. 20530-0001
USA

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL CRIMINAL POLICE
ORGANIZATION ("INTERPOL")

AND

INTERPOL - UNITED STATES NATIONAL CENTRAL
BUREAU ("USNCB")

The International Criminal Police Organization ("Interpol") and the Interpol - United States National Central Bureau ("USNCB"), a component of the U.S. Department of Justice and the United States' representative to Interpol, enter into the following agreement.

I. AUTHORITY

Interpol enters this agreement, pursuant to Articles 2, 31 and 32 of the Interpol Constitution, and article 3.9 of Interpol Financial Regulations. The USNCB enters into this agreement as the United States' representative to Interpol, and pursuant to the authority of Title 22, United States Code Section 263a; Title 28, Code of Federal Regulations Section 0.34; and Articles 31 and 32 of the Interpol Constitution.

In compliance with article 15.7 of the Interpol Financial Regulations and related financial rules, any agreement or arrangement concluded pursuant to this Agreement and involving more than 150,000 euros shall be subject to prior approval of the Interpol Executive Committee.

II. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish a permanent general framework for the coordination of voluntary contributions from entities in the United States to Interpol, and any projects or arrangements involving entities in the United States and Interpol.

To this end, this Agreement defines the roles and responsibilities of Interpol and the USNCB in the consideration, implementation, and administration of projects undertaken by Interpol involving assistance or support provided by entities located in the United States, including agencies of the United States government, United States' state and local authorities, and other entities engaged in, or assisting law enforcement authorities.

III. RESPONSIBILITIES OF THE PARTIES

Interpol will consult with, and advise the USNCB of any initiatives or projects which it contemplates entering into with entities located in the United States.

Prior to entering into any agreement or arrangement with United States' entities, Interpol shall ensure that the USNCB has reviewed the proposed arrangement and has approved it in principle. In that respect, the USNCB shall ensure that the entity located in the United States is familiar with Interpol's status as an independent entity organized under public international law, as well as its Constitution, rules, and other unique characteristics which may be relevant to the proposed arrangement or project.

The USNCB will act as the point of contact for Interpol with all entities located in the United States which participate in, or cooperate with Interpol in a project or initiative. In all such arrangements, the USNCB will act as the intermediary between Interpol and United States' entities with the aim of facilitating the accomplishment of projects and initiatives, and mediating any differences which may occur during their execution. Interpol will provide to the USNCB any information or documentation necessary to accomplish or complete the project or initiative.

The USNCB, to the extent possible under U.S. laws and regulations, will facilitate the transfer of funds from United States' entities for the purpose of financing Interpol projects or initiatives.

Both parties will provide individual points of contact for each specific project or initiative undertaken between Interpol and entities in the United States.

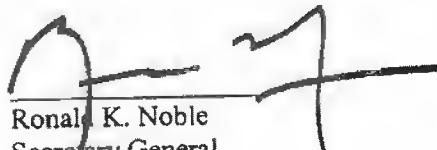
The parties shall meet periodically and consult with each other as necessary in order to review and evaluate the implementation and execution of any such arrangement as well as this Agreement.

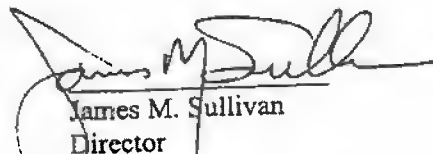
IV. FINAL CLAUSE

This Agreement shall come into force upon its signature by both parties and shall be of indefinite duration.

For the ICPO-Interpol
Lyon, France

For the US Department of Justice
U.S. National Central Bureau - Interpol
Washington, D.C., U.S.A.


Ronald K. Noble
Secretary General


James M. Sullivan
Director

Date: 8 February 2005

Date: JAN 14 2005